

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 20 July 2005

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

Staff Contact: Ralph Gouldy

AGENDA ITEM WORDING:

Approval for a Grant of Conservation Easement for Lot 10 Block 3 Harbor Course South Section 4, Ocean Reef Plat #13, Monroe County Records, Monroe County, Florida, RE# 00573670-001000.

ITEM BACKGROUND: None

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$69.50

BUDGETED: Yes N/A No

COST TO COUNTY: None

SOURCE OF FUNDS: MVP Group

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between

Windmill Enterprises, Inc.

whose address is 24 Dockside Lane, Ocean Reef Club, Key Largo, Florida 33037

County of Monroe State of Florida, (Grantor) and Monroe

County, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Fl 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

21 Harbor Island Drive, Ocean Reef Club, Key largo, Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Lot 10 Block 3,

Harbor Course South Section 4, Ocean Reef Plat #13, RE#00573670-001000

The Grantor desires to develop the servient estate as (describe project):

A single family home as shown in permit # 03-3-2553

The servient estate contains (describe relevant natural features):

Moderate Quality Low Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

a. The conservation easement is located as follows

as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).

b. No acts that are detrimental to wildlife or wildlife habitat preservation.

c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____

Deputy Clerk

By _____

Mayor/Chairman

Marionela Garcia
Signature of witness

MARIONELA GARCIA
Printed name of witness

Liz Mary Perez
Signature of witness

LIZ MARY PEREZ
Printed name of witness

Fred Frey
Grantor

FREDERICK FREY
Printed name of Grantor

Grantor

Printed name of Grantor

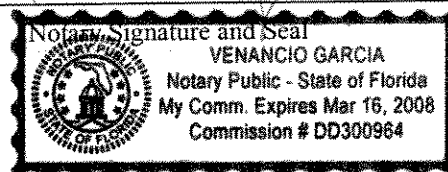
STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared FRED FREY
and _____, who are personally known to me, or have produced

_____, and _____, respectively
as identification.

Sworn to and subscribed before me this 28th day of JUNE, 2005.

Typed Notary Name and Number



Monroe County Property Record Card (099)

Alternate Key: 1711136
Effective Date: 7/1/2005 10:30:16 AM
Roll Year 2005
Run: 07/01/2005 10:30 AM

WINDMILL ENTERPRISE INC	Parcel 00573670-001000-13-59-40	Nbhd 3805
24 DOCKSIDE LANE PMB 466	Alt Key 1711136	Mill Group 500R
KEY LARGO FL 33037	Affordable Housing No	PC 00
	Inspect Date	Next Review
	Business Name	
	Physical Addr KEY LARGO	

Associated Names	
Name	DBA
WINDMILL ENTERPRISE INC.	
Name	Role
	Owner

Legal Description
BK 3 LT 10 HARBOR COURSE SEC FOUR OCEAN REEF PLAT NO 13 KEY LARGO PB7-8 OR777-1132 OR1483-1644/48(PROB #97-20108-CP 10)(LG) OR1485-1185/96WILL(CMS) OR1498-963EST(CMS) OR1498-998/99EST(CMS) OR1499-1472/74(JB)OR1575-66/67Q/C(ND)

Land Data .8									
Line ID	Use	Front	Depth	Notes	# Units	Type	Rate	Depth	Loc
76952	010C	0	0	No	19,500.00	SF		1.00	1.00
								1.00	1.00
								0.50	
									N
					Total Just Value				

Building Permits			
Bldg	Number	Date Issued	Date Completed
	03302553	Oct 16 2003 12:00AM	
	1		
			SFR

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Value History

Tax Year	Val Method	Just Land	Class Land	Building	Misc	Just	Assessed Value	Exempt	Tax Value
2004F	C	341,250		0	0	341,250	341,250	0	341,250
2003F	C	292,500		0	0	292,500	292,500	0	292,500
2002F	C	292,500		0	0	292,500	292,500	0	292,500
2001F	C	233,513		0	0	233,513	233,513	0	233,513
2000F	C	219,375		0	0	219,375	219,375	0	219,375
1999F	C	69,713		0	0	69,713	69,713	0	69,713
1998F	C	50		0	0	50	50	0	50
1997F	C	114,075		0	0	114,075	114,075	0	114,075
1996F	C	114,075		0	0	114,075	114,075	0	114,075
1995F	C	114,075		0	0	114,075	114,075	0	114,075
1994F	C	109,688		0	0	109,688	109,688	0	109,688
1993F	O	109,688		-16,453	0	93,235	93,235	0	93,235
1992F	C	109,688		0	0	109,688	109,688	0	109,688
1991F	C	109,688		0	0	109,688	109,688	0	109,688
1990F	C	100,913		0	0	100,913	100,913	0	100,913
1989F	C	92,138		0	0	92,138	92,138	0	92,138
1988F	C	97,256		0	0	97,256	97,256	0	97,256
1987F	C	88,628		0	0	88,628	88,628	0	88,628
1986F	C	83,704		0	0	83,704	83,704	0	83,704
1985F	C	83,704		0	0	83,704	83,704	0	83,704
1984F	C	83,704		0	0	83,704	83,704	0	83,704
1983F	C	86,775		0	0	86,775	86,775	0	86,775
1982F	C	86,775		0	0	86,775	86,775	0	86,775

Sales History

Book	Page	Sale Date	Instrument	Transfer Code	Q/U	Vacant	Sale Price
777	1132	9/1/1978	Conversion Code	0	Q	V	66,500
1499	1472	2/1/1998	Warranty Deed	0	Q	V	75,000
1575	66	4/30/1999	Quit Claim Deed	0	U	V	75,000